

**ASSIGNMENT OF MEMBERSHIP INTERESTS
IN
TERRORDOME MUSIC PUBLISHING, LLC**

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS is made as of this 6th day of July, 2010, by and between Knight Owl Productions, Ltd., an Illinois corporation ("Assignor") and Reach Global, Inc. ("Assignee").

WITNESSETH

WHEREAS, Assignor owns a 16% membership interest (including the percentage interests and capital account related thereto collectively, the "Interests") in Terrordome Music Publishing, LLC (the "Company") and has agreed to sell to Assignee one-half of the Interests (representing 8% of the Company's total membership interests) of the Company owned by Assignor (collectively, the "Assigned Interest"); and

WHEREAS, pursuant to a Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), Assignor desires to transfer to Assignee and Assignee agrees to accept from Assignor the Assigned Interest;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. **Assignment.** Pursuant to the terms of the Purchase Agreement, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Interest (including, without limitation, all rights, privileges, distributions, capital accounts, payments and benefits appertaining thereto) free of all liens and encumbrances, and Assignee hereby agrees to and accepts this Assignment.

2. **Binding Nature.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their executors, administrators, successors-in-interest and assigns.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflict of laws).

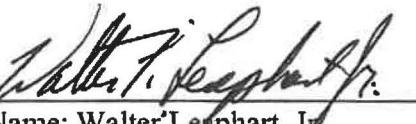
4. **Further Assurances.** From time to time after the date hereof, at the reasonable request of the other, each of Assignor and Assignee agrees to execute and deliver any further instruments and take any further action as may be reasonably requested to carry out the transactions contemplated hereby.



IN WITNESS WHEREOF, each of the undersigned has executed this Assignment as of the date first above written.

ASSIGNOR:

KNIGHT OWL PRODUCTIONS, LTD.

By: 
Name: Walter Leaphart, Jr.
Title: President

ASSIGNEE:

REACH GLOBAL, INC.

By: 
Name: Michael Closter
Title: President